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the successful one of the parties required to interplead. A petition alleging these facts is not open to general demurrer, although petitioner prays for the affirmative relief of a judgment decreeing the title to the land purchased as aforesaid to be in him, upon the payment of the balance of the unpaid purchase money. (Additional Syllabus by Editorial Staff.) A bill in the nature of a "bill of interpleader" is one where complainant seeks relief of an equitable nature concerning the fund or subject-matter in the suit, in addition to the interpleader of conflicting claimants, and complainant is not required, as in strict interpleader, to be an indifferent stakeholder without interest in the subject-matter; but the facts on which he relies must entitle him to equitable rather than legal relief. He is not permitted under the guise of a bill in equity, to litigate a purely legal claim or interest in the subject-matter. Quoting 5 Powny's Ed. Jur., § 60.

Right of Stockholder to Enjoin Action under Illegal Amendment of Charter.—Woodruff *v.* Columbus Inv. Co., 68 S. E. 1103. Supreme Court of Georgia. Sept. 30, 1910. Syllabus by the Court. If an unauthorized and illegal amendment to its charter has been accepted by a corporation and is about to be acted upon, a stockholder, who has not assented thereto or become estopped from complaining, may bring an equitable proceeding to enjoin or set aside any action by the corporation under the amendment. 1 Cook on Stock and Stockholders (3d Ed.) pp. 638-641, §§ 502, 503. But where an amendment to a charter of a corporation was obtained and accepted, reducing the capital stock, and all of the stockholders (of whom there were apparently many), save two, surrendered their shares upon the terms provided in the amendment, and received amounts of money and the lesser amounts of stock in accordance therewith, and where the corporation proceeded to do business upon the new basis for about a year, with the knowledge of one of the nonconsenting stockholders, and a dividend of a certain per cent. was then declared, he could not recognize such a declaration and sue and recover the dividend, basing the amount of his recovery upon the amount of his stock unreduced and the per cent. declared, while others were paid on the basis of the reduced stock; no proceeding having been instituted to set aside the illegal action complained of by him.

Joint Liability of Master and Servant.—It was held in a recent well-considered Georgia case, decided September 22, 1910, that while a railroad company and its engineer may be jointly sued for negligent homicide where the negligence of the company results solely from the act of the engineer, yet the company can only be held liable upon the principle of respondeat superior. In other words the company's liability can only flow through the employee. And therefore if the

employee who causes the injury is declared to be free from liability therefor, his employer must also be free from liability. Southern R. Co. *v.* Harbin (Supreme Court of Georgia), 68 S. E. 1103, opinion by Beck, J., in which cases from other jurisdictions are cited and discussed at length.

Liability of Hotel Keepers Employing Infant Bell Boys to Convey Liquors to Guests.—The Supreme Court of West Virginia in State *v.* Nichols, 69 S. E. 304, rendered a decision in October, 1910, which will cause considerable inconvenience to the proprietors of hotels who also run a licensed saloon in connection therewith. In that case the bell boy, who was a minor (which is usually the case with bell boys in hotels) went to the bar and purchased liquor from the bartender without saying that he bought the whisky for any person other than himself or telling the bar tender that he wanted it for a guest of the hotel. Nor did it appear that the bartender even inquired of him whether he was getting the whisky for himself, or for another person to whom the saloon keeper may have had a right to sell. Upon these uncontroverted facts the court held the proprietor liable for the acts of the bartender, applying the rule that if a licensed saloon keeper, or his agent, deliver intoxicating liquor to a minor and receive from him the money therefor under the belief, however induced, that the minor is buying as agent for another, whose identity is unknown and is not disclosed, it constitutes a sale to the minor. Of course the rule of law is well settled by the decisions and recognized by all the text-writers on the subject, that where a sale of intoxicating liquor is made to a minor for an undisclosed principal, it is a sale to the minor But the difficulty here is that it was expressly brought out in the evidence that the barkeeper was under the impression and belief that the bell boy was getting it for some guest of the hotel who was unknown to the bartender. The court added, however, "it does not follow that a lawful sale could be made to every guest. The guest might himself be an infant." It would certainly seem that in a transaction so common as this every presumption of innocence should attend the act of the saloon keeper, as he had every right to believe and did believe that this alleged unlawful sale was being made to a person competent under the law to buy. If, as the court says, the guest turned out to be an infant, then of course his liability would be undoubted, for he acts at his peril.

Exception to Independent Contractor Rule.—Where the negligence, which causes a fire on the right of way of a logging company's private railroad from sparks from its engine, is the permitting of its right of way to become and remain in a foul condition, it is liable for damage from the fire spreading to adjoining land, though an independent contractor for doing the logging was operating the road, and